

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Alexandria Division**

IN RE:)	
)	
SKIN LOGIC, LLC)	Case No. 23-11352-KHK
)	Chapter 11
Debtor)	

**SECOND NOTICE TO COUNTERPARTIES
TO POTENTIALLY ASSUMED EXECUTORY CONTRACTS
AND UNEXPIRED LEASES**

**YOU ARE RECEIVING THIS NOTICE
BECAUSE YOU OR ONE OF YOUR AFFILIATES IS A
COUNTERPARTY TO AN EXECUTORY CONTRACT OR
UNEXPIRED LEASE WITH ONE OR MORE OF THE DEBTORS AS SET
FORTH ON EXHIBIT A AND EXHIBIT B, RESPECTIVELY, ATTACHED HERETO.¹**

PLEASE TAKE NOTICE that, on May 13, 2024, Stephen A. Metz, Subchapter V trustee (the "Trustee") for Skin Logic, LLC (the "*Debtor*") filed a motion (the "*Bidding Procedures Motion*") with the United States Bankruptcy Court for the Eastern District of Virginia (the "*Bankruptcy Court*") seeking entry of an order (a) authorizing and approving bidding procedures with stalking horse bid protections in connection with the sale of substantially all of the Debtor's assets, (b) approving procedures for the assumption and assignment of contracts and leases and noticing of related cure amounts, and (c) scheduling the sale hearing and setting other related dates and deadlines, all as further described in the Bidding Procedures Motion. Please note that all capitalized terms used but not defined herein shall have the meanings set forth in the Bidding Procedures Motion.

PLEASE TAKE FURTHER NOTICE that, on June 13, 2024, the Bankruptcy Court entered an order approving the Bidding Procedures [Docket No. 128] (the "*Bidding Procedures Order*").

PLEASE TAKE FURTHER NOTICE that, on July 30, 2024 (the "*Sale Hearing*"), the Debtors intend to seek entry of an order approving a sale to the Purchaser (or other successful bid) (the "*Sale Order*") or other successful bidder. To the extent that there are any inconsistencies between the Bidding Procedures Order and the summary description of the terms and conditions contained in this Notice, the terms of the Bidding Procedures Order shall control.

¹ This notice is being sent to counterparties to Contracts and Leases. This Notice is not an admission by the Trustee that such contract or lease is executory or unexpired. Pursuant to the Bidding Procedures Order, cure notices such as this must be filed and served on or before July 3, 2024. This Second Notice is in addition to Trustee's First Notice filed on June 18, 2024 [Doc. 130]. This Second Notice does not replace the First Notice.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Bidding Procedures Order, the Trustee may assume and assign to the Purchaser or other successful bidder either on the date of the closing of the Sale (the "*Closing Date*") to the Purchaser or to such successful bidder, or on or before the Designation Deadline (as defined in, and pursuant to, the APA) the Contracts and Leases listed on Exhibit A and Exhibit B attached hereto to which you are a counterparty. The Trustee has conducted a review of Debtor's books and records and has determined that the cure amount for unpaid monetary obligations under such Contracts and Leases is as set forth on Exhibit A and Exhibit B attached hereto (the "*Cure Amount*").

Objections to Cure Amount and Adequate Assurance:

PLEASE TAKE FURTHER NOTICE that, if you disagree with the proposed Cure Amount, object to the proposed assignment to the Purchaser of any Contract or Lease, or object to the Purchaser's ability to provide adequate assurance of future performance with respect to any Contract or Lease, your objection must: (i) be in writing; (ii) comply with the applicable provisions of the Bankruptcy Rules and Local Bankruptcy Rules; (iii) state with specificity the nature of the objection and, if the objection pertains to the proposed Cure Amount, the correct cure amount alleged by the objecting counterparty, together with any applicable and appropriate documentation in support thereof; and (iv) be filed with the Bankruptcy Court and served by no later than July 24, 2024, (the "*Objection Deadline*") on the Trustee: Stephen A. Metz, Offit Kurman, P.A., 7501 Wisconsin Avenue, Suite 1000W, Bethesda, MD 20814, smetz@offitkurman.com, TEL: (240) 507-1723.

PLEASE TAKE FURTHER NOTICE that, if and only if the Purchaser is not the successful bidder for the Debtor's assets, you shall have through and until the Sale Hearing to object to the proposed assumption and assignment of any Contract or Lease solely on the issue of whether the successful bidder can provide adequate assurance of future performance as required by section 365 of the Bankruptcy Code. For the avoidance of doubt, if the Purchaser is the successful bidder, all adequate assurance objections must be filed by the Objection Deadline.

PLEASE TAKE FURTHER NOTICE that, requests for adequate assurance information for the Purchaser is available by contacting Trustee.

PLEASE TAKE FURTHER NOTICE that, with respect to objections to the assumption and assignment of any Contract or Lease, any party who fails to timely file an objection to its scheduled Cure Amount listed on the Cure Notice or to the assumption and assignment of any Contract or Lease (a) shall be forever barred from objecting thereto, including (i) making any demands for additional cure amounts or monetary compensation on account of any alleged defaults against the Debtor, its estates, the Purchaser or other successful bidder arising from the Auction, if any, with respect to any such Contract or Lease and (ii) asserting that the Purchaser or other successful bidder has not provided adequate assurance of future performance as of the date of the Sale Order and (b) shall be deemed to consent to the Sale.

Any objection to the proposed assumption and assignment of a Contract or Lease or related Cure Amount in connection with the Sale that remains unresolved as of the Sale Hearing shall be heard at the Sale Hearing (or at a later date as fixed by the Court).

Sale Hearing:

PLEASE TAKE FURTHER NOTICE that, the Sale Hearing is presently scheduled to take place on **July 30, 2024, at 12:00 p.m.** Eastern Time, or as soon thereafter as counsel may be heard, before the Honorable Klinette H. Kindred, United States Bankruptcy Judge, at **U.S. Bankruptcy Court, Eastern District of Virginia, 200 S. Washington Street, Alexandria, VA 22314, Judge Kindred's Courtroom.**

PLEASE TAKE FURTHER NOTICE that, notwithstanding anything herein, the mere listing of any Contract or Lease on the Cure Notice does not require or guarantee that such Contract or Lease will be assumed and assigned, and all rights of the Trustee with respect to such Contracts and Leases are reserved. Moreover, the Trustee explicitly reserves his right, in his sole discretion, to seek to reject or assume each Contract or Lease pursuant to section 365(a) of the Bankruptcy Code and in accordance with the procedures allowing the Purchaser (or, as applicable, any successful bidder) to designate Contracts and Leases as assumed on or before the Closing Date (as defined in the APA) and set forth more fully in the Sale Order approving, among other things, (i) the sale of the Debtor's assets, free and clear of liens, claims, encumbrances and interests contemplated by the APA, and the (ii) assumption and assignment of certain Contracts and Leases.

PLEASE TAKE FURTHER NOTICE that, nothing herein (i) alters in any way the prepetition nature of the Contracts and Leases or the validity, priority or amount of any claims of a counterparty to any Contract or Lease against the Debtor that may arise under such Contract or Lease, (ii) creates a postpetition contract or agreement, or (iii) elevates to administrative expense priority any claims of a counterparty to any Contract or Lease against the Debtor that may arise under such Contract or Lease.

Respectfully submitted,

OFFIT KURMAN, P.A.

By: /s/ Stephen A. Metz
Stephen A. Metz, Esq. (Bar. No. 89738)
7501 Wisconsin Avenue, Suite 1000W
Bethesda, Maryland 20814
TEL: (240) 507-1723
FAX: (240) 507-1735
Email: smetz@offitkurman.com

Subchapter V Trustee

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 3rd day of July, 2024, a copy of this Notice was served upon all parties receiving electronic notice via CM/ECF,

And via first class mail postage prepaid to:

The Elex Group, Inc.
PO Box 14
Medford, NJ 08055

Michael Lichtenstein, Esq.
Shulman Rogers
12505 Park Potomac Avenue, 6th Floor
Potomac, MD 20854
Counsel for EagleBank

LEAF Commercial Capital, Inc.
2005 Market St.
Philadelphia, PA 19103

MindBody Processing
651 Tank Farm Rd.
San Luis Obispo, CA 93401

Accupay Payroll
50 S. Penn St. #5A
Hatboro, PA 19040

/s/ Stephen A. Metz
Stephen A. Metz

EXHIBIT A
(Executory Contracts)

1. All leases/contracts with The Elex Group, Inc., including Lease E2201955 and Lease E2211989, for the lease/purchase of equipment.
 - a. All amounts due but unpaid shall be paid at the closing of any sale approved by the Court.
2. LEAF Commercial Capital, Inc. Lease for three water towers. \$0.00 cure.
3. MindBody Processing. Credit card processing agreement. \$0.00 cure.
4. Accupay Payroll. Payroll processing service agreement. \$0.00 cure.

EXHIBIT B
(Unexpired Leases)

See First Notice.

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